

Agenda Date: 07/20/04

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

☐ Resolution
☐ Tax Installment Agreements
☐ RFP/ BID/ Best Value Procurement
☐ Application for Facility Use
☐ Interlocal Agreements
☒ Other Personal Services Contracts

☐ Staffing Table Changes
☐ Tax Refunds
☐ Budget Transfer
☐ Bldg. Permits/Inspection
☐ Contract/Lease Agreement

☐ Board Appointments
☐ Donations
☐ Item Placed by Citizen
☐ Introduction of Ordinance
☐ Grant Application

☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

These are information technology contracts that need to be renewed on an annual basis.

Salary & Benefits

N/A

N/A

OK I AM ON THE WAY
THANK YOU FOR THE INFO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **YASMIN M. LOPEZ**, to assist the El Paso Water Utilities, as a Programmer Analyst, at a biweekly rate of \$1,838.68, for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **YASMIN M. LOPEZ**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Programmer Analyst; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Eight Hundred Thirty-Eight and 68/100 Dollars (\$1,838.68). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

 A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
El Paso Water Utilities
Attn: General Manager
1154 Hawkins Boulevard
El Paso, Texas

EMPLOYEE: Yasmin M. Lopez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 20th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Yasmin M. Lopez
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Edmund Archuleta
EPWU General Manager

Attachment "A"

CONTRACT PROGRAMMER ANALYST

06/08/00

Summary

Under direction, analyze computer capabilities and usage, and write programs and documentation.

Typical Duties

Devise and recommend new or revised system and procedures, including justifications for proposed changes. Involves:

studying existing systems and procedures of organizations to determine the feasibility of conversion to data processing or network application methods; determining information needs in coordination with personnel of the user departments by drawing detailed flowcharts and block diagrams or applying other related methods; estimating personnel requirements, cost and time for programming projects; preparing systems development project plans and schedules; evaluating design alternatives of existing and proposed information processing or network systems to ensure efficient utilization of resources; recommending technical solutions and improvements to automated systems; auditing and evaluating implemented system; analyzing program specifications for completeness and conformance to established standards; ensuring that project products meet departmental standards.

Write, test, implement, and maintain complex automated systems and computer programs. Involves: preparing complete and precise user instructions, programming and system documentation for implemented systems according to established standards; reporting programming activity and project status to management; analyzing software package and modifying to users need; providing technical assistance to operations and programming personnel in solving problems pertaining to operating system or debugging programs to analyze information work procedures and job methods; estimating and documenting resource requirements for input handling, processing and output preparation for each system function; preparing systems design alternatives in accordance with established standards; reviewing and approving proposed program logic; ensuring that programs are thoroughly tested before released as operational; documenting all programs; identifying documents and evaluating information requirements at various management and operating levels; developing programs to educate management and users in data processing capabilities and requirements; training functional end users in capabilities of their systems, assisting and familiarizing them with issues and problems related to their system.

Performs related duties as assigned. Involves: substituting, if assigned, for immediate supervisor during temporary absences by performing delegated duties and responsibilities sufficient to maintain continuity of normal operations and similarly performing any duties of subordinates or coworkers, if required; assisting in training new personnel on established programming standards and procedures, analyzing, identifying and resolving program problems.

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- Studied and reviewed the current HR system and procedures to determine information needs in coordination with the users.
- Evaluated alternatives of existing customized application and the proposed new modules.
- Modified , tested and maintained all the customized SQR reports.
- Analyzed PeopleCode and other system components and modified them to meet user needs.
- Acted as the main technical resource for users and other technical staff.
- Acted as the point of contact between users and the technical staff.
- Trained functional users in the capabilities of the new system and assisted them with issues and problems related to the system.

- Prepared a detailed instructions manual and organized and conducted training sessions for Timekeepers.
- Coordinated and conducted several parallel tests on late evenings and weekends, and resolved related problems and issues.
- Ensured that the system was thoroughly tested before being put in production.
- Concurrently, continued to be responsible for the current PeopleSoft HRMS production system; responded to user needs, and assisted them on the day-to day issues as well as with new requests, and during major information processing events such as Open Enrollment and Year-End Processing (W-2's processing).
- Wrote custom SQR reports to meet specific user needs.
- Responded to user needs in the PeopleSoft Financial System and assisted them with day-to-day issues as well as with new requests.

Other assignments:

- Provided interpretation from English into Spanish at an international water conference with officials from the Mexico Public Water Commission. Assisted the Customer Service Department during the Year 2000 (Y2K) preparation tasks including:
 - Translated press releases, readiness disclosure statements and information given by the Automated Voice Response System from English into Spanish.
 - Participated in several panels related to the Y2K Project Plan in a Spanish radio station.

Science Applications International Corp. (SAIC) El Paso, TX. (Feb '95 – May '96)
Programmer/Analyst

Worked on the Japan PATRIOT Tactical Operations Simulator (JPTOS):

- Designed and implemented unit test plans and procedures for new and existing software modules.
- Coded and implemented changes to new and existing modules according to the Detail design Plan. Resolved trouble reports on existing software.
- Conducted reviews for unit test plans and code to ensure that standards were met and that modified code was clear and correct.

Chrysler Corporation – El Paso Automotive Products (Acustar) (Jan '92 – Oct '93)
Programmer/Analyst

- Maintained and troubleshooted a UniData Relational Database Management System and associated software.
- Maintained and assisted in the upgrading of the set of programs that make up the MRP manufacturing system.
- Provided consultation and responded to customer needs in automotive manufacturing plants. Wrote programs to meet specific customer requirements.

The University of Texas at El Paso, El Paso, TX. (March '88 – Aug '91)
Supervisor II, Computer Operations

- Managed the daily operations of a VAX 11/780 a VAX 11/785 and a NOVELL Local Area Network.
- Supervised, trained and provided leadership to a staff of 8 computer operators.
- Updated, installed and tested software. Monitored and controlled system resources. Troubleshooted hardware and software.
- Prepared the budget and maintained an inventory of all the computer resources in the College of Engineering. Purchased software, hardware and computer supplies.
- Provided assistance/consultation to faculty, staff and student users.

Ford Aerospace & Communications Corporation, Houston TX. (Aug. '85 – Oct 86)
Programmer Engineering & Scientific

Worked on SDRS (Shuttle Display Reconfiguration System) for NASA –Johnson's Space Center:

- Modified and troubleshooted the software system to improve performance or meet new customer requirements.
- Wrote test procedures, and performed integration testing and verification to implemented software in order to enhance productivity and reliability of the system.
- Provided technical consultation to system users and customer management.
- Maintained the utility of software documentation

MAJOR STRENGTHS

- Able to deal and communicate effectively with individuals of wide and diverse backgrounds. Able to work under pressure to achieve the established goals.
- Ability to learn new procedures in a very short time. Ability to handle multiple tasks simultaneously. Able to work independently or as a team member. Accept full responsibility for user/customer satisfaction
- Able to maintain effective working relationships with fellow employees.
- Bilingual English/Spanish, Bicultural.

COMPUTER KNOWLEDGE

Software: PeopleSoft 7.01, 8.3, Crystal Reports, 'C' Language, MS Office, Basic, SQL + , SQR, Cobol, Fortran.

Operating Systems: Windows 95, 98, 2000, NT, UNIX, MS-DOS, NOVELL, VMS

Databases: Oracle 7, 8, UniData, DBase, Ingress, Progress